

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

HALINA CHMIEL, *et al.*,

Plaintiffs,

-against-

BMI REALTY, LLC, *et al.*,

Defendants.

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 3/22/19

16cv1482 (DF)

**ORDER OF  
DISMISSAL**

**DEBRA FREEMAN, United States Magistrate Judge:**

In this action under the Fair Labor Standards Act, the New York Labor Law, and New York common law, which is before this Court on the consent of the parties pursuant to 28 U.S.C. § 636(c), the parties, having reached an agreement in principle to resolve the action, have placed their proposed settlement agreement before this Court for approval. *See Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 1999 (2d Cir. 2015) (requiring judicial fairness review of FLSA settlements). Plaintiffs have also submitted a letter to the Court, with Defendants' consent, explaining why they believe the proposed settlement agreement is fair, reasonable, and adequate. (Dkt. 89.) This Court has reviewed Plaintiffs' submission in order to determine whether the proposed agreement (Dkt. 89-1) represents a reasonable compromise of the claims asserted in this action, and, in light of the totality of the relevant circumstances, including the representations made in Plaintiffs' letter, the terms of the proposed settlement agreement, and this Court's own familiarity with the strengths and weaknesses of the parties' positions (as became evident during an arms-length settlement mediation conducted by this Court), it is hereby ORDERED that:

1. The Court finds that the terms of the proposed settlement agreement are fair, reasonable, and adequate, both to redress Plaintiffs' claims in this action and to compensate Plaintiffs' counsel for their legal fees, and the agreement is therefore approved.

2. The Court notes that the proposed settlement agreement expressly contemplates that this Court will retain jurisdiction over this action for purposes of enforcement of the agreement. (*See* Dkt. 89-1 ¶ 7; *see also* Dkt. 90 (follow-up letter from counsel requesting that the Court retain jurisdiction for this purpose).) In light of this, and in order to effectuate the evident intent of the parties, this Court will retain jurisdiction over this matter for the purpose of enforcing the settlement agreement.

3. As a result of the Court's approval of the parties' executed settlement agreement, this action is hereby discontinued with prejudice and without costs or fees to any party. The Clerk of Court is directed to close this case on the Docket of the Court.

Dated: New York, New York  
March 22, 2019

SO ORDERED

  
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DEBRA FREEMAN  
United States Magistrate Judge

Copies to:

All counsel (via ECF)